

Rijal (Migration) [2020] AATA 1261 (30 March 2020)

DECISION RECORD

DIVISION:	Migration & Refugee Division
APPLICANT:	Ms Arpana Rijal
CASE NUMBER:	1732261
HOME AFFAIRS REFERENCE(S):	BCC2014/1404360
MEMBER:	Christine Cody
DATE:	30 March 2020
PLACE OF DECISION:	Sydney
DECISION:	The Tribunal remits the application for a Partner (Migrant) (Class BC) visa for reconsideration, with the direction that the applicant meets the following criteria for a Subclass 100 (Partner) visa: • cl.100.221(2)(b) of Schedule 2 to the Regulations.

Statement made on 30 March 2020 at 2:33pm

CATCHWORDS

MIGRATION – Partner (Migrant) (Class BC) visa – Subclass 100 (Spouse) – hearing by telephone – genuine spousal relationship – financial aspects – nature of household – social aspects – nature of commitment – significant number of documents provided to the Tribunal – spontaneous and consistent evidence – decision under review remitted

1.

LEGISLATION

Migration Act 1958 (Cth), ss 5F, 65

Migration Regulations 1994 (Cth), r 1.15A; Schedule 2, cl 100.221

CASES

He v MIBP [2017] FCAFC 206

Any references appearing in square brackets indicate that information has been omitted from this decision pursuant to section 378 of the Migration Act 1958 and replaced with generic information.

STATEMENT OF DECISION AND REASONS

APPLICATION FOR REVIEW – SUMMARY

2. The applicant applied for the UF 309/BC 100 visa on 6 June 2014, relying upon her relationship with her sponsor, Mr Ananta Raj Poudel. The UF 309 visa was granted on 10 June 2015, and the applicant arrived in Australia on 7 July 2015. On 17 May 2016, the applicant completed the *partner visa application–information for permanent stage processing form* in support of the Subclass 100 (Partner) visa.
3. At the time of application lodged on 6 June 2014, Class BC contained one subclass: Subclass 100 (Partner). The criteria for the grant of a Subclass 100 visa are set out in Part 100 of Schedule 2 to the Migration Regulations 1994 (the Regulations).
4. The Department requested further information on 20 September 2017 and received the applicant's response on 1 November 2017. The delegate of the Minister for the (now) Department of Home Affairs refused to grant the applicant a Partner (Migrant) (Class BC) visa under s.65 of the *Migration Act 1958* (the Act) on 1 December 2017. The delegate found that the applicant did not satisfy cl.100.221 (in particular the requirement that the applicant was the spouse, as defined, of the sponsoring partner).
5. The applicant applied to the Tribunal for review of the delegate's decision on 19 December 2017. The applicant and her sponsoring husband provided a significant number of documents and information to the Tribunal, including in response to specific requests from the Tribunal. The Tribunal exercised its discretion to hold the hearing by telephone. The hearing was held on 25 March 2020 during the COVID-19 pandemic. The Tribunal determined it was reasonable to hold a hearing by telephone, having regard to the nature of this matter and the individual circumstances of the applicant and her sponsor. The Tribunal also had regard to the Tribunal's objective of providing a mechanism of review that is fair, just, economical and quick, and the delay to the matter if the hearing was not to be conducted by telephone. The applicant and her sponsor agreed to the hearing being conducted by telephone, and on the day they gave evidence and presented arguments on separate telephone lines. The Tribunal is satisfied that the applicant was given a fair opportunity to give evidence and present arguments.
6. The Tribunal is satisfied that, at the time of decision, the applicant and sponsor are in a genuine relationship and that the applicant is the spouse of the sponsor.
7. Thus, for the reasons set out below, the Tribunal has concluded that the matter should be remitted for reconsideration.
8. **The Department file**
9. The following information is sourced from documentation provided to the Department:
 - The sponsor, Ananta Raj Poudel was born in 1987 in Kathmandu, Nepal. He first arrived in Australia on 20 May 2007. At the time of the current application, he was an Australian permanent resident (granted 29 August 2013). He was granted Australian citizenship on 4 March 2015. He has never previously been married nor in a de facto relationship.
 - The applicant, Arpana Rijal, was born on 2 March 1993. After her schooling she started a Bachelor's course in management in Kathmandu in November 2011. She has never worked. The applicant's mother, father, brother and sister reside in Nepal. The applicant has never previously married nor been in a de facto relationship.

- The marriage between the applicant and sponsor was arranged by their parents, who had been organising it for four months. In that time the applicant and sponsor talked to each other online to try to get to know each other more. They first met in April 2014 in Kathmandu. They married, and committed to a shared life together, on 13 May 2014. They honeymooned in Bangkok, Thailand (June 2014) and then lived with the sponsor's parents in Nepal.
- The marriage followed their religious values and they accept their norms and families and are happy together. They have come to know each other more and are happy to continue living together. They have lived together in Australia and shared all their expenses and have a joint bank account. They are renting a unit at [Address 1]. They are in the process of buying a property together. They have celebrated festivals and family functions together and have travelled to Nepal together to attend a festival in October 2016, and a family function in May 2017.
- They have supported each other and share their things. Their relationship has been good and strong, and they believe it will last.

10. The documents on the Department file include the following:

- the initial application forms as well as a Form 80 (Personal Particulars) form for the applicant and a Form 1221 (Additional Personal Particulars) for the applicant, and the application for the permanent stage of the visa;
- a SN 190 skilled permanent visa grant notice addressed to the sponsor, dated 23 July 2013, a copy of the sponsor's Australian citizenship certificate, a UF 309 visa grant notice to the applicant dated 10 June 2015;
- a translation of the sponsor's birth certificate showing that he was born in Nepal;
- an Australian police check for the sponsor dated 16 July 2013, showing no disclosable court outcomes;
- a copy of the sponsor's NSW driver's licence;
- Nepalese police checks for the applicant and the sponsor dated 16 June 2014 showing no adverse record;
- a translation of the applicant's Nepalese citizenship certificate;
- a Nepalese marriage certificate for the applicant and sponsor, showing that they married on 13 May 2014;
- photos of the applicant and sponsor at their wedding and engagement ceremony, together, and visiting Thailand together (on their honeymoon);
- a letter from the Kathmandu Village Development Committee dated 8 June 2014, confirming that the applicant and sponsor are married and live in the same house, along with the sponsor's parents and brother;
- call and message logs from 7 January 2014 to 24 July 2014 between the applicant, sponsor, and "Eappnna Reza", showing multiple calls for varying lengths, and some unanswered calls, and limited texts;
- other documents such as electricity bills for [Address 1] from 2014 and 2017; a tax invoice from Norvic International Hospital for the applicant for a health check dated 28 July 2014; correspondence from the Commonwealth Bank relating to the joint

account xx0528 in the sponsor's and the applicant's names, opened on 24 November 2014, and information from the account.

11. There were also statutory declarations from:

- Anupa Timalisina, friend of the applicant, dated 23 June 2014, stating that she has been friends with the applicant since Year 12 and they studied together, she was happy for the applicant when informed about the sponsor and celebrated with her and the sponsor, the couple got married socially following religious rituals and are happy and comfortable with each other.
- Bidha Bhattarai, friend of the applicant, stating that he has known the applicant for 3 years, he was the first person to know about the relationship, the couple look comfortable with each other, they got married socially, they are close even though it is an arranged marriage, and he believes the relationship is continuing.
- Mukti Raj Neupane, a chef and a friend of the sponsor, dated 21 September 2017, stating that he has known the sponsor for 8 years and the applicant since she arrived in Sydney, they meet at get-togethers, he believes the relationship is good and healthy and they are happy with each other, they are committed to each other and have bought property together. He now lives close to them and they meet up at least once a month.
- Pramod Rimal, a friend of the sponsor, an order engineering and logistics officer, dated 21 September 2017, stating that he has been friends with the sponsor for 8 years and the applicant for 3 and a half years, he meets the sponsor at least twice a month for dinner and celebration, he believes the relationship is genuine and he sees the couple helping each other and staying happy together.
- The sponsor dated 22 September 2017, setting out some details relevant to their relationship. Concerning finances, they have a joint bank account. They share their expenses equally. Concerning the nature of their household, they have lived in the same unit and are in the process of buying a property together. Concerning the social aspects of their relationship, they have celebrated their festivals and family functions together, they travelled together to Nepal to attend a festival in October 2016 and they also attended a family function there in May 2017. Concerning the nature of their commitment to each other, since their marriage they have been supportive of each other. They share everything and it has been more than 3 years that they have been married. They have a good and strong relationship and believe their relationship will last for a long time.

12. The Department file also contained correspondence with the Department regarding priority processing and requesting a decision, with the sponsor asking whether they should provide any further information to the Department which would make the decision quicker or easier for the Department. The applicant was seeking priority processing so that she could be permitted to study nursing as a domestic student (instead of as an international student); the Department noted however that this was not a reason for priority processing.

The delegate's decision

13. The basis for the delegate's decision on 1 December 2017 to refuse the application for the BC 100 partner visa was that the applicant did not meet cl.100.221(2) as the delegate was not satisfied that the applicant and sponsor were in a genuine and continuing spousal relationship. The definition of spouse is given in s.5F of the Act. The delegate found that the relationship with the sponsor was not genuine and continuing as required under s.5F(2)(c), and because the applicant did not meet the definition of spouse or de facto partner (as defined in the Act) at the time of decision, she did not satisfy cl.100.221(2)(b).

14. The delegate noted that in assessing whether the applicant satisfied the definition of a spouse as per s.5F of the Act, the delegate had to consider all the circumstances of the case, including the matters prescribed in r.1.15A. The delegate's consideration of these matters is summarised below.

- **Financial aspects**: The delegate noted that the applicant had provided confirmation from Commonwealth Bank as to the existence of the joint account and the account information sheet, and that this showed the account having a balance of \$20.26. The delegate gave this no weight as evidence of shared finances and noted that there were no bank statements or evidence showing the pooling of financial resources or sharing of daily expenses. The delegate noted that the sponsor claimed all expenses were shared equally, but that no evidence had been provided. The delegate was thus not satisfied that the applicant and sponsor pooled their financial resources, have joint assets or liabilities, made any joint purchases, or shared daily financial responsibilities.
- **Nature of the household**: The delegate noted that the applicant and sponsor claimed to be renting a unit, but that no evidence had been provided in this regard. The delegate noted that the applicant had provided an electricity bill and illegible document. The delegate found the evidence to be limited and was not satisfied that the applicant and sponsor established a joint household or shared responsibilities.
- **Social aspects**: The delegate noted the statutory declarations provided in which the witnesses confirmed they had met the couple. The delegate noted Mr Neupane's statement that the applicant and sponsor had purchased a property together, but that no evidence had been provided of this. The delegate noted that the photos provided were the same photos provided for the UF 309 visa application, and thus gave the photos little weight as evidence of the social aspects of the relationship since the grant of the UF 309 visa. The delegate noted that the sponsor claimed to have celebrated festivals and family functions together, including travelling to Nepal on two occasions, but that no evidence was provided to substantiate these claims. The delegate was not satisfied that there was convincing evidence that the applicant and sponsor present themselves as a married couple to family or the wider community, that they undertake regular social activities, holidays or short breaks, or attended any significant events together.
- **Nature of the commitment**: The delegate noted that there was no evidence that the applicant and sponsor see their relationship as being long term, that they draw emotional support and companionship from one another, or that they have a commitment to a shared life together.

15. There is no non-disclosure certificate on the Department file.

The Tribunal

16. The applicant applied to the Tribunal for review of the delegate's decision on 19 December 2017. As noted above a significant number of documents were provided to the Tribunal as well as evidence as to their updated circumstances since the delegate's refusal of the application. All of the documents and circumstances have been considered and are referred to below in detail where necessary.

CONSIDERATION OF CLAIMS AND EVIDENCE

17. The issue in the present case is whether the parties are in a spouse relationship at the time of decision.

18. **Whether the parties are in a spouse or de facto relationship**

19. Clause 100.221 requires that the applicant meet one of five alternative requirements. These include cl.100.221(2) and (2A) which require, among other things, that at the time of this decision, the applicant is the spouse or de facto partner of the 'sponsoring partner': cl.100.221(2)(b). The 'sponsoring partner' is the person who was specified as the applicant's spouse or de facto partner in the related Subclass 309 application, being an Australian citizen, permanent resident or eligible New Zealand citizen.
20. In the present case the applicant claims to be the spouse of the sponsor, a 'sponsoring partner' within the meaning of that term.
21. 'Spouse' is defined in s.5F of the Act and provides that a person is the spouse of another where the two persons are in a married relationship. Persons in a married relationship must be married to each other under a marriage that is valid for the purposes of the Act, there must be a mutual commitment to a shared life as a married couple to the exclusion of all others, the relationship must be genuine and continuing, and the couple must live together, or not live separately and apart on a permanent basis: s.5F(2)(a)–(d). In forming an opinion about these matters, regard must be had to all of the circumstances of the relationship. This includes evidence of the financial and social aspects and the nature of the parties' household and their commitment to each other as set out in r.1.15A(3), which is extracted in the attachment to this decision. Each of the specific matters contained in r.1.15A(3) are effectively questions which must be answered: *He v MIBP* [2017] FCAFC 206. The relevant law is set out in Annexure A.

Are the parties validly married?

22. If the parties are validly married, they may meet the requirements of a married relationship, but not a de facto relationship. The Tribunal accepts on the evidence before it that the parties were married in Nepal on 13 May 2014. On the evidence, the parties were married to each other under a marriage that is valid for the purposes of the Act as required by s.5F(2) (a).

Are the other requirements for a spouse relationship met?

23. The Tribunal notes at the outset that there is significant evidence as to the genuine nature of the relationship which is the birth of the child of the applicant and sponsor, Adhvik Raj Poudel, on 21 November 2018 (as evidenced by a NSW birth certificate listing the sponsor and applicant as parents; photos provided by the applicant and sponsor, and accessed by the Tribunal on Facebook); and other evidence referencing the child (some of which is referred to below). The Tribunal accepts that the applicant and sponsor have a child who is now 16 months old.
24. The Tribunal has also considered other evidence relevant to each matter in r.1.15A(3)(a), (b), (c) and (d), and any other circumstances of the relationship under r.1.15A(2), as discussed below.
25. **Financial aspects of the relationship**: including joint ownership of assets; joint liabilities; extent of pooling of financial resources; any legal obligations owed to the other party; any sharing of day-to-day household expenses.
26. The Tribunal has been provided with a significant amount of financial documentation showing that the parties have a joint bank account and credit cards; they use their salaries for their joint expenses. Some of the additional documents provided to the Tribunal are listed in Annexure B.

27. The Tribunal was provided with evidence to support that the applicant and sponsor purchased a property at Doonside on 9 October 2017, with the deposit of \$28,000 being provided by the applicant's mother as a gift to the parties, and that they have since been living at their home with their child. The Tribunal asked why the property was in the sponsor's name only. Both parties gave consistent evidence that as the applicant did not have permanent residence, she could be considered as an international buyer and so they would have had to have paid additional taxes, but that both parties are jointly responsible for the mortgage (and the loan account is in joint names). The Tribunal accepts that the parties consider the house to be their joint asset and that they are both legally liable for the debt.
28. The sponsor had an account in his name before he met the applicant; he said that he kept this account open as the Commonwealth Bank told him it would not accrue any charges to do so. Both parties gave consistent evidence that: his account was not really used; instead it is the joint account which is operated by both parties and into which their income is paid; the applicant is working at the moment as an assistant nurse at a nursing home; the sponsor works at Ikea where he was initially employed as a picker and packer but is now promoted to the office doing system management.
29. The Tribunal accepts and places significant weight on the purchase of the property and loan responsibilities as a couple, as well as the intermingling of income and expenses.
30. **Nature of the household**: including any joint responsibility for care and support of children; parties' living arrangements; and any sharing of housework.
31. The Tribunal has had regard to a statutory declaration from the applicant dated 19 December 2017, stating that she lives with the sponsor in the property they bought together, that she takes care of household activities, such as cooking, dishes and laundry, and the sponsor does grocery shopping, garden work, and they both clean the house. The Tribunal has also considered the statutory declarations which confirm that they are living together as a couple/as a family with their child). There were some electricity bills in joint names (and the home loan documentation is addressed to both the applicant and the sponsor), and the health insurance in the sponsor's name covers the applicant and their son.
32. The Tribunal also places weight on the two letters from Dr Wong during the process of the application; on 26 April 2018 he noted that the applicant was pregnant, and he asked whether her permanent residency application could be expedited. His letter dated 13 March 2020 stated that he has been the family's GP for several years including prior to the birth of their son, that he treats the whole family, that the son is affectionate to both parents and they care for the son, and that the applicant and sponsor are still together. The Tribunal accepts that this evidence supports that the applicant and sponsor maintain a joint household.
33. **Social aspects of the relationship**: including whether the parties represent themselves to other people as being married to each other; the opinion of friends and acquaintances about the nature of the relationship; and any basis on which the persons plan and undertake joint social activities.
34. When asked who they spend their time with, both gave consistent evidence that the applicant has a best friend Anjou whom she knows from work (and they visit each other at either home, and sometimes they have babysat for her), and the sponsor has lots of friends from work or soccer but more on a casual basis (not a best friend) although they see these friends together.
35. The Tribunal noted at hearing that the call/text logs between them at one stage referred to a person called Eappnna Rezal which caused some confusion. The applicant and sponsor gave consistent evidence that this was an old Facebook profile of the applicant (used, said

the applicant, when she was young and silly). This led the Tribunal to ask the applicant and the sponsor whether they had Facebook accounts and they both said yes, and they both agreed that they referred to each other and their child on their Facebook accounts. The Tribunal had, prior to the hearing, accessed their public Facebook accounts, which shows that as far back as 2014 they were referring to each other in their posts, and that family and friends were approving of and commenting on photos that they had posted of themselves (and lately, with their child). For example, on the applicant's public Facebook page, she announced "got engaged" on 2 May 2014, and there were 102 likes and 20 comments on this post. She posted wedding photos on 27 May 2014, and her Facebook status is "married". The applicant uses Facebook more than the sponsor, although his postings are also couple/family oriented. The Tribunal accepts that the parties openly post about their lives including their relationship and considers this to be strong evidence of their ongoing, lasting relationship. The Tribunal accepts that the parties have a long-term history of representing themselves publicly as a couple (and now as a family with a child).

36. The Tribunal has also considered the photos provided (with family members) including their travel to Nepal together to attend the sponsor's brother's wedding (photos not previously provided to the Department), and a copy and translation of an invitation to the wedding of the sponsor's brother on 22 May 2017 in Nepal.
37. The applicant and sponsor confirmed at hearing that they went back twice together to Nepal before they had a baby, as put to the Department. On one occasion they attended a 5-day festival, spending half the time at the sponsor's family home and then half with the applicant's family. The second time they returned for the sponsor's brother's wedding. The Tribunal notes that the delegate had concerns that there was no evidence supporting the parties' trips to Nepal; the Tribunal has been provided with flight itineraries:
 - a flight itinerary for the applicant and sponsor for a trip from Sydney to Kathmandu from 9 October 2016 until 23 October 2016;
 - a flight itinerary for the applicant and sponsor for a trip from Sydney to Kathmandu from 14 May 2017 until 12 June 2017.
38. The Tribunal also has access to Departmental movement records which support their evidence.
39. **Nature of persons' commitment to each other:** including duration of the relationship; the length of time they have lived together; degree of companionship and emotional support they draw from each other; and whether they see the relationship as long term.
40. The Tribunal has been provided with additional documents which are listed in Annexure B. The Tribunal notes that since the delegate's decision, the applicant and sponsor have returned to Nepal a third time (separately). The Tribunal initially had some concerns about that third trip, as there was a letter which had been provided to the Tribunal seeking priority dated 28 May 2019, which could have been interpreted as the applicant seeking to take the child back for a significant period to Nepal so that the child could be looked after by grandparents. At hearing it was explained that the applicant initially had assistance from her parents, and the sponsor's parents (who arrived for the rice weaning ceremony when the baby was 6 months old) in looking after her child. When everyone went back to Nepal, she was still on maternity leave and as her husband was working all the time and there were no grandparents around to assist her, she felt a bit unsure of herself as to how to look after the baby and sought to spend some further time with her mother (who was by that stage back in Nepal) and to do a surprise visit to her sister; but the intention was always to return to Australia (and her husband) with the child. The Tribunal accepts this.

41. The Tribunal also accepts that the applicant travelled to Nepal with the child who became sickly on the plane and remained sickly while in Nepal; consistent evidence was given that the applicant's sister and cousin were both nurses and helped care for the child. The sponsor came over and while the applicant and her mother-in-law were meant to return to Australia one week after the sponsor was to return, the applicant was worried about the baby and so all three travelled together back to Australia. Further consistent evidence was given of the commitment of both the applicant and the sponsor to their family unit regarding when their child was recently ill. He had difficulty breathing so they both took him to Blacktown Hospital but after waiting 5 hours they decided to return home. In the early hours of the morning (around 3am) they decided they needed to call an ambulance (a receipt was provided for ambulance fees for child) and so the ambulance took them all to Mount Druitt hospital where he was attended to, they were told he may have asthma, and Ventolin was used.
42. The Tribunal accepts the consistent evidence that the couple was married in 2014, they have a child and purchased their home in which they live, they apply their finances for the benefit of their family, they present themselves as a couple, they have a strong commitment to each other and, as the sponsor said, they are happy with each other and looking forward to spending the rest of their lives together.

43. Conclusion

44. Having regard to all of the above, including the spontaneous and consistent evidence of the applicant and the sponsor, as well as the birth of their child, their commitment in purchasing a property, and the other significant amount of available evidence, the Tribunal accepts that the applicant and sponsor have a mutual commitment to a shared life to the exclusion of others; a genuine and continuing relationship; and that they live together. The Tribunal is satisfied that the applicant is the spouse of the sponsor.
45. Given these findings the Tribunal is satisfied that the requirements of s.5F(2) are met at the time of this decision.
46. Therefore the applicant satisfies cl.100.221(2)(b).
47. Given the findings above, the appropriate course is to remit the application for the visa to the Minister to consider the remaining criteria for a Subclass 100 visa.

DECISION

48. The Tribunal remits the application for a Partner (Migrant) (Class BC) visa for reconsideration, with the direction that the applicant meets the following criteria for a Subclass 100 (Partner) visa:
- cl.100.221(2)(b) of Schedule 2 to the Regulations.

Christine Cody
Member

49.

ANNEXURE A – Extract from Migration Regulations 1994

1.15A Spouse

- (1) For subsection 5F (3) of the Act, this regulation sets out arrangements for the purpose of determining whether 1 or more of the conditions in paragraphs 5F (2) (a), (b), (c) and (d) of the Act exist.
- (2) If the Minister is considering an application for:
 - (a) a Partner (Migrant) (Class BC) visa; or
 - (b) a Partner (Provisional) (Class UF) visa; or
 - (c) a Partner (Residence) (Class BS) visa; or
 - (d) a Partner (Temporary) (Class UK) visa;the Minister must consider all of the circumstances of the relationship, including the matters set out in subregulation (3).
- (3) The matters for subregulation (2) are:
 - (a) the financial aspects of the relationship, including:
 - (i) any joint ownership of real estate or other major assets; and
 - (ii) any joint liabilities; and
 - (iii) the extent of any pooling of financial resources, especially in relation to major financial commitments; and
 - (iv) whether one person in the relationship owes any legal obligation in respect of the other; and
 - (v) the basis of any sharing of day-to-day household expenses; and
 - (b) the nature of the household, including:
 - (i) any joint responsibility for the care and support of children; and
 - (ii) the living arrangements of the persons; and
 - (iii) any sharing of the responsibility for housework; and
 - (c) the social aspects of the relationship, including:
 - (i) whether the persons represent themselves to other people as being married to each other; and
 - (ii) the opinion of the persons' friends and acquaintances about the nature of the relationship; and
 - (iii) any basis on which the persons plan and undertake joint social activities; and
 - (d) the nature of the persons' commitment to each other, including:
 - (i) the duration of the relationship; and
 - (ii) the length of time during which the persons have lived together; and
 - (iii) the degree of companionship and emotional support that the persons draw from each other; and
 - (iv) whether the persons see the relationship as a long-term one.
- (4) If the Minister is considering an application for a visa of a class other than a class mentioned in subregulation (2), the Minister may consider any of the circumstances mentioned in subregulation (3).

ANNEXURE B

Some documents provided to the Tribunal relating to the parties' financial matters include:

- a letter from Commonwealth Bank to the applicant and sponsor confirming settlement of a home loan, dated 9 October 2017;
- an electricity bill for [Address 1] addressed to the applicant and sponsor dated 12 July 2017;
- a cash/cheque deposit slip for the deposit of 25 lakh;

- a signed letter from the applicant's mother dated 17 January 2017, stating that she gifted 25 lakh (\$28,725 AUD) to the applicant to help them purchase a property in Australia;
- a Commonwealth Bank transaction list for the joint account xx0528 in the applicant's and sponsor's names from 30 October 2017 until 1 December 2017, showing shopping and grocery purchases with two bank cards, transfers to xx7316 (sponsor's personal account), two different salaries being deposited, repayments for the home loan, cash withdrawals, bill payments and food purchases;
- an electricity bill addressed to the applicant and sponsor dated 18 April 2016;
- a Commonwealth Bank statement for the joint account xx0528 in the applicant's and sponsor's names from 1 January 2016 until 30 June 2016, showing transfers to and from accounts xx7316 (the sponsor's) and xx8283, grocery purchases, cash withdrawals, shopping purchases, salary deposits, food purchases and rent payments;
- a Commonwealth Bank statement for the joint account xx0528 in the applicant's and sponsor's names from 1 July 2017 until 12 November 2017, showing transfers to and from accounts xx7316 (the sponsor's) and xx8283, grocery purchases, cash withdrawals, shopping purchases, salary deposits, food purchases, rent payments and insurance payments;
- a letter and attachments from Budget Direct to the applicant and sponsor dated 3 July 2018, confirming car insurance in their names;
- a letter from Laxmi Home Loans to the applicant and sponsor dated 16 March 2020, stating that they have been clients since 2017, and providing an evaluation of their property and accompanied with an evaluation report for the property;
- a Commonwealth Bank statement for a home loan account xx7575 in the applicant's and sponsor's names from 5 November 2019 until 31 December 2019 showing weekly repayments;
- a Commonwealth Bank statement for a home loan account xx7575 in the applicant's and sponsor's names from 1 January 2019 until 30 June 2019 showing weekly repayments;
- a Commonwealth Bank transaction list for a home loan account xx7575 from 28 February 2019 until 12 March 2020 showing weekly repayments;
- a Commonwealth Bank statement for a home loan account xx7575 in the applicant's and sponsor's names from 1 July 2019 until 4 November 2019 showing weekly repayments;
- a Commonwealth Bank statement for a home loan account xx7575 in the applicant's and sponsor's names from 1 July 2018 until 31 December 2018 showing weekly repayments;

- a Commonwealth Bank statement for a home loan account xx7683 in the applicant's and sponsor's names from 5 November 2019 until 31 December 2019 showing weekly repayments;
- a Commonwealth Bank statement for a home loan account xx7683 in the applicant's and sponsor's names from 29 October 2019 until 4 November 2019 showing weekly repayments;
- a Commonwealth Bank statement for a home loan account xx7683 in the applicant's and sponsor's names from 1 January 2019 until 30 June 2019 showing weekly repayments;
- a Commonwealth Bank statement for a home loan account xx7683 in the applicant's and sponsor's names from 1 July 2019 until 28 October 2019 showing weekly repayments;
- a Commonwealth Bank statement for a home loan account xx7683 in the applicant's and sponsor's names from 1 July 2018 until 31 December 2018 showing weekly repayments;
- a Commonwealth Bank transaction list for a home loan account xx7683 from 15 March 2018 until 12 March 2020 showing weekly repayments;
- a Commonwealth Bank statement for account xx7316 in the sponsor's name from 1 August 2019 until 31 October 2019, showing a direct debit from Paypal and a transfer into the account from xx0528 (the joint account);
- a Commonwealth Bank statement for account xx7316 in the sponsor's name from 1 November 2019 until 31 January 2020, showing transfers to and from xx0528 (joint account), groceries and cash withdrawals;
- a letter from Commonwealth Bank to the sponsor dated 16 March 2020 confirming his account xx7316 opened on 22 May 2007;
- a Commonwealth Bank statement for account xx0528 in the applicant's and sponsor's names from 13 November 2019 until 12 February 2020, showing purchases, loan repayments, transfers to and from xx7316 (sponsor's account), credit card payments, utility payments, insurance payments, incoming salaries, phone bill payments and cash withdrawals;
- a Commonwealth Bank statement for account xx0528 in the applicant's and sponsor's names from 13 August 2019 until 12 November 2019, showing grocery purchases, cash deposits and withdrawals, incoming salaries, loan payments, utility payments, food and petrol, and phone bill payments;
- a Commonwealth Bank statement for account xx0528 in the applicant's and sponsor's names from 13 May 2019 until 12 August 2019, showing grocery purchases, cash deposits and withdrawals, incoming salaries, loan payments, utility payments, food and petrol, and phone bill payments;

- a Commonwealth Bank transaction list for account xx0528 in the applicant's and sponsor's names from 1 July 2019 until 14 March 2020 showing the above;
- a letter from Commonwealth Bank to the applicant and sponsor dated 16 March 2020, confirming that the account has been open since 24 November 2014;
- a Commonwealth Bank statement for a credit card in the sponsor's name from 24 December 2019 until 23 January 2020, showing payments for groceries and other purchases with two different cards;
- a Commonwealth Bank statement for a credit card in the sponsor's name from 23 November 2019 until 23 December 2019, showing payments for groceries and other purchases with two different cards;
- a Commonwealth Bank statement for a credit card in the sponsor's name from 24 September 2019 until 23 October 2019, showing payments for groceries and other purchases and internet bill payments with two different cards;
- a Commonwealth Bank statement for a credit card in the sponsor's name from 23 August 2019 until 23 September 2019, showing payments for groceries and other purchases with two different cards, internet payment and CTP insurance payment;
- a Commonwealth Bank transaction list for the credit card from 28 November 2019 until 13 March 2020 showing the above;
- a photo of two credit cards for the account, one in the sponsor's name and one in the applicant's name;
- a Commonwealth Bank statement for a credit card in the sponsor's name from 24 January 2020 until 21 February 2020, showing payments for groceries and other purchases with two different cards, and internet payment;
- a Commonwealth Bank statement for a credit card in the sponsor's name from 24 October 2019 until 22 November 2019, showing payments for groceries and other purchases with two different cards, and internet payment.

Some documents provided to the Tribunal relating to the nature of the parties' commitment to each other:

- a statutory declaration from the applicant and sponsor dated 19 December 2017, stating that they married on 13 May 2014 according to Hindu custom, that the marriage was arranged by their parents, that the applicant and sponsor accepted the marriage after talking to each other for a few weeks, that they have been living together happily since, that they went to Thailand for their honeymoon, that they lived apart for around six months and the applicant got tourist visas and visited, that they supported each other and missed each other, that they visited Fiji together to maintain the tourist visa status, that they have been living happily together since the UF 309 grant and supporting and loving each other, that they have travelled to visit their families and celebrate with them, that they have bought a property on 26 August 2017 which settled on 9 October 2017, and that they moved to the house on 14 October 2017;

- a statutory declaration from the applicant dated 19 December 2017, stating that she lives with the sponsor in the property they bought together, that the applicant takes care of household activities, such as cooking and dishes and laundry, and the sponsor does grocery shopping, garden work, and they both clean the house;
- a letter from the applicant's mother dated 14 December 2017, stating that the applicant and sponsor married on 13 May 2014, that they bought a home in Australia, that their relationship is filled with love, affection, care, and has a strong bond;
- a letter from Hesta Superannuation to the applicant dated 21 December 2017, confirming that the sponsor is the sole beneficiary in case of her death;
- a letter from Australian Super to the sponsor dated 21 December 2017, confirming that the applicant is the sole beneficiary;
- a letter from Blacktown GP dated 26 April 2018 stating that the applicant is 8 weeks pregnant;
- a letter from the applicant dated 15 June 2018, stating that she is pregnant and expecting a child in November, requesting priority, and stating that she is applying for a visitor visa for her mother;
- a NSW birth certificate for Adhvik Raj Poudel (DOB 21 November 2018), listing the sponsor and applicant as parents;
- photos of the applicant and sponsor's son;
- a letter from the sponsor dated 28 May 2019, stating that they have bought a property and have had a son, that they want to request priority, that the applicant wants to travel to Nepal for help to look after him and introduce him to family;
- a letter from Dr Andrew Wong dated 13 March 2020, stating that he has been the family's GP for several years including prior to the birth of their son, and that he treats the whole family, that the son is affectionate to both parents and they care for the son, and that the applicant and sponsor are still together;
- contract for a sale of land, both purchasers' signed copy and vendor's;
- a signed authority and confirmation of purchase by the applicant's real estate agent;
- a NSW Ambulance invoice addressed to the son for an ambulance call on 22 February 2020; and
- a letter from Westfund confirming an approved claim for the ambulance charge to the son.